

Terrybrook Farms Clubhouse Rental

Clubhouse Address: 10500 W 172nd St. Overland Park KS 66221

CONTRACT AND AGREEMENT FOR THE USE OF THE CLUBHOUSE FACILITIES

This Agreement made and entered into this ____ day of _____, 20__ by and between Terrybrook Farms Homes Association, Inc., Herein after referred to as Owner, and _____, hereinafter referred to as User.

WITNESSETH: That User shall be provided the use of Terrybrook Farms Clubhouse facilities, hereinafter referred to as facilities, under the following terms and conditions and that the swimming pool is not included in the term “facilities.”

#	Description	Variable Information
1	The function shall be held as indicated at right. Neither the Terrybrook Farms Homes Association nor FirstService Residential shall be responsible for personal items left in the clubhouse after the designated rental period.	Date: _____ Time From: _____ Time To: _____
2	The maximum number of persons attending is _____.	
3	Indicate the type of function at right (e.g. Party, Graduation, Wedding, etc.)	
4	A non-refundable user fee of \$310 (\$260+ \$50 processing fee) is required for all rentals at the time of reservation. A security deposit of \$250.00 shall be paid at the time of reservation. Separate checks for the user fee and security deposit are required. Send a check or money order payable to Terrybrook Farms HOA.	
5	The user fee of \$310 will be forfeited if reservation is not cancelled within 14 days of the engagement date. <u>The reservation will be accepted upon receipt of this signed contract.</u>	
6	Upon a satisfactory inspection, the \$250 deposit will be <u>voided and destroyed</u> . (As long as there are no damages that would require the deposit to be processed.)	
6 A	The \$310 user fee includes a \$75 cleaning fee and \$50 reservation fee to FirstService. The cleaning fee assumes up to one hour of cleanup. If additional cleaning is needed (more than 1 hour) renter will be charged at a rate of \$50/hour.	Yes _____ No _____
	<u>PLEASE READ THE FOLLOWING RULES CAREFULLY AND INITIAL EACH ITEM IN THE COLUMN AT RIGHT.</u>	
7	User hereby states that User is a HOMEOWNER in Terrybrook Farms and is a member of good standing of the Terrybrook Farms Homes Association. User also understands that any expense of clean-up and/or repair following the event shall be the responsibility of the User and failure of User to pay such costs to the Terrybrook Farms Homes Association, Inc., shall result in a lien against their Terrybrook Farms Property. User must be present at the event from start to finish including the decorating and cleaning up. Failure of user to be in attendance shall result in forfeiture of security deposit and/or loss of privilege for use of the facility.	Initial/Sign _____
8	User hereby states that the facility will be used as “an extension of his living room and for no other reason, and for no unlawful purpose.	Initial/Sign _____
9	Intoxicating beverages will be served only to persons who have attained their twenty-first (21st) birthday. Violation will result in immediate termination of the function and the clubhouse will be closed.	Initial/Sign _____
10	Users agrees that if persons aged eighteen or under attend the function there will be at least one person having attained their twenty-first birthday for every ten (10) persons eighteen or under.	Initial/Sign _____
11	Food is not to be prepared in the facility; however, catering is permissible, as is the heating of food in the kitchen ovens.	Initial/Sign _____
12	The maximum number of persons attending a “sit-down” dinner shall be 50. The maximum number of persons to occupy the facility shall be 50.	Initial/Sign _____

13	The security deposit shall be returned to User only under the following conditions: <ul style="list-style-type: none"> • No damage, other than normal wear, has occurred, as determined by the Manager. • Lessee is responsible for securely closing all exterior doors and windows, making sure appliances are turned off, and all lights and extinguished. • All thermostats shall be set according to the instructions posted in the kitchen of the clubhouse. 	Initial/Sign _____
14	Music must cease to play no later than 12:00 a.m. The music shall be reduced in volume so as not to be heard outside of the facility. Live bands are not permitted.	Initial/Sign _____
15	No smoking is allowed in the clubhouse. Evidence of smoking while within the building will result in a charge of \$100.	Initial/Sign _____
16	Nothing may be put on the walls. Tape, staple guns, hot glue, nails, glitter, confetti are not to be used to decorate. If it is determined that any of these items have been used, there will be a cleanup charge of \$100.	Initial/Sign _____
17	The clubhouse MUST be vacated and secured no later than 12:00 a.m. Overnight sleeping is not allowed.	Initial/Sign _____
18	User accepts FULL RESPONSIBILITY for actions of User, User's guests, and User's invitees and for any damage to the facility or furnishings, shown to have been caused by the User, User's guests, or User's invitees. User agrees to pay, in full, the amount of such damage, and further agrees that if such payment is not made in a timely fashion, such payment will be charged to use as a Homeowners Assessment. Said assessment shall in no way limit Owner from enforcing this Agreement in any court of competent jurisdiction.	Initial/Sign _____
19	The Terrybrook Farms Developer, the Property Manager, or their designated representative shall be allowed reasonable access to the facility during the function.	Initial/Sign _____
20	Clubhouse furniture may not be taken outside or removed from the building. This also includes taking the furniture onto the deck or concrete. If furniture is moved inside, it must be returned to original location. Trash space is limited at the facility. <u>ALL full trash bags must be returned to the home of the renter.</u>	Initial/Sign _____
21	The user fee will be forfeited if reservation is not cancelled within 14 days of the engagement date. <u>Reservation will be accepted upon receipt of use fee.</u>	Initial/Sign _____
22	I understand that this agreement does not include use of the pool and agree with all other conditions of this Agreement. Violation of the pool restriction could result in the forfeiture of all or a portion of the surety deposit.	Initial/Sign _____
23	FAILURE TO COMPLY WITH ANY OF THE TERMS OF THIS CONTRACT WILL RESULT IN PENALTIES (MONETARY OR OTHERWISE) UP TO AND INCLUDING FORFEITURE OF PRIVILEGES FOR A MINIMUM OF ONE YEAR AT THE DISCRETION OF THE BOARD.	Initial/Sign _____
24	Terrybrook Farms Clubhouse – RENTAL RATES: People 1-50 is \$300 plus a security deposit of \$250.00	Initial/Sign _____
25	Homeowner Signature:	
26	Homeowner Address/Phone # -	

The only clubhouse reservations available at no cost are community social events.

Return this Agreement to FirstService Residential, 11500 NW Ambassador Dr., Suite 360, Kansas City, MO 64153, or by email to amenities.csc@fsresidential.com. If you have any questions, please call (816) 414-5300.

Wi-Fi
Network- Terrybrook Clubhouse
PASSWORD – TerrybrookFarms